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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA

Board of Directors Meeting

September 13, 2006

******Start Time: 9:30 a.m. (Closed Session)******

******Convene Regular Meeting 10:00 A.M.******

LOCATION

**San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA**

Board of Directors

President

Dennis Hansberger, Supervisor,
County of San Bernardino

Vice-President

James Lindley, Council Member,
City of Hesperia

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor Pro Tem
Town of Apple Valley

Lawrence Dale, Mayor
City of Barstow

Darrell Mulvihill, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Council Member
City of Chino Hills

Deirdre Bennett, Mayor
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Larry McCallon, Council Member
City of Highland

Robert Christman, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Rebecca Valentine, Council Member
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Pat Gilbreath, Council Member
City of Redlands

Grace Vargas, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Kevin Cole, Council Member
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Mike Rothschild, Mayor
City of Victorville

Richard Riddell, Mayor
City of Yucaipa

Paul Cook, Mayor
Town of Yucca Valley

Paul Biane, Supervisor
County of San Bernardino

Bill Postmus, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Michael Perovich, Caltrans
Ex-Officio Member

Tony Grasso
Executive Director

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

Board of Directors

AGENDA

September 13, 2006

*****9:30 a.m. Convene meeting of the Board of Directors
1170 W. 3rd Street, 2nd Floor (the Super Chief), San Bernardino**

CLOSED SESSION

Conference with Legal Counsel-Existing Litigation pursuant to Section 54956.9(a)
Case Nos. RCV095320, RCV061971, RCV077034 and RCV083833

*******CONVENE REGULAR MEETING 10:00 A.M.*******

Location:

**San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.
(Meeting chaired by Dennis Hansberger)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Vicki Watson

1. **Possible Conflict of Interest Issues for the Board Meeting of September 13, 2006.** Pg. 8

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 15.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 9
3. **Procurement Report for July 2006** Pg. 13
Receive Monthly Procurement Report. **Terrence J. McGuire**
This item was unanimously received by the Administrative Committee on August 9, 2006.
4. **Appropriations Limitation for Fiscal Year 2006/2007** Pg. 15
Adopt Resolution 07-003 to establish appropriations limit at \$778,093,010. **Terrence J. McGuire**
This item was unanimously recommended for approval by the Administrative Committee on August 9, 2006.
5. **SANBAG Policy on California Public Records Act – Request and Fees Policy** Pg. 18
Approve amendments to SANBAG Policy 10027, California Public Records Act Request and Fees Policy, to update information related to availability of documents and to increase the fees for single copy and bound documents. **Deborah Barmack**
This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Consent Calendar Continued....

Administrative Matters (Cont.)

6. SANBAG Policies relative to Compensation Administration and Work Hours, Leaves, and Absences Pg. 21

1. Approve amendment to SANBAG Policy No. 10107, Compensation Administration, eliminating the reference to completion of probation; and

2. Approve amendment to SANBAG Policy No. 10111, Work Hours, Leaves, and Absences, providing for vacation leave after three months employment and eliminating the reference to completion of probation.

Deborah Barmack

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

7. Smith, Watts & Co. Contract Extension for State Advocacy Services Pg. 26

Approve Amendment No. 1 to Contract 03-007 to extend contract for state advocacy services. **Jennifer Franco**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006, and approved as to Legal form by SANBAG Counsel.

Regional & Quality of Life Programs

8. Public Interest Finding Regarding Congestion Mitigation and Air Quality Funding (CMAQ) Obligation No. CML 6053 (065) Pg. 32

Find that it is in the public's best interest for the San Bernardino Associated Governments (SANBAG) to utilize CMAQ funds for rideshare outreach and implementation services, internally and through other public agency agreements through a force account, rather than going out to bid for these services.

Lisa Poe

This item was reviewed and unanimously approved by the Administrative Committee on August 9, 2006 and has been reviewed by Legal Counsel.

Consent Calendar Continued....

Program Support/Council of Govts.

9. Award of Contract C07010 for Disclosure Counsel Pg. 34

Approve Contract C07010, Nossaman, Guthner, Knox & Elliott, LLP for Disclosure Counsel Services in an amount not to exceed \$100,000.
Terrence J. McGuire

This item was unanimously recommended for approval by the Administrative Committee on August 9, 2006.

10. Investment Policy No. 20100 Pg. 47

Review and recommend approval of modification to Investment Policy No. 20100. **Terrence J. McGuire**

This item was unanimously recommended for approval by the Administrative Committee on August 9, 2006.

DISCUSSION ITEMS

Administrative Matters

11. Appointment to SANBAG and External Committees Pg. 51

1. Note Presidential appointment of Gwenn Norton-Perry, City of Chino Hills, to serve as alternate ex-officio member representing SANBAG on the Alameda Corridor-East Construction Authority.

2. Approve a one-time waiver of existing policy and appoint Council Member Kelly Chastain, City of Colton, to the Southern California Association of Governments (SCAG) Energy and Environment Committee (EEC), as a subregional appointee representing SANBAG.

3. Note vacancy on the SANBAG Commuter Rail Committee.
Deborah Barmack

Information related to these appointments was presented at the August Board of Directors meeting.

Discussion Items Continued....**Subregional Trans. Planning & Programming****12. Corridor System Management**

Pg. 53

Receive presentation by Tarek Hatata, Principal of the System Metrics Group regarding information gained from detailed analysis of the I-880 Corridor in the Bay Area and provide an assessment of its implications for Southern California. **Ty Schuiling**

A similar item was presented to the SCAG Plans and Programs Technical Advisory Committee on August 17, 2006, but has had no prior review by SANBAG committees.

13. Marion Ashley, Riverside County Board of Supervisors, letter regarding creation of an Inland Empire Metropolitan Planning Organization (MPO)

Pg. 55

Authorize the SANBAG President to appoint members to an Ad Hoc Committee if necessary to explore with Riverside County Transportation Commission the creation of an MPO. **Tony Grasso**

This item was reviewed and unanimously approved by the Administrative Committee on August 9, 2006.

14. Contract for Preparation of Environmental Impact Report (EIR) for the US-395 Realignment

Pg. 58

1. Approve Contract No. 07017 to UltraSystems Environmental, Inc. for preparation of an EIR for the US-395 Realignment in an amount not to exceed \$650,000 as specified in the financial impact section; and

2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task No. 94507000 (US-395 Realignment EIR) \$350,000 as detailed in the financial impact section.
Deborah Barmack

This item has not had prior policy committee review. An advance copy of this item was mailed to members of the Mountain/Desert Committee, indicating that aware of the contract would be scheduled for approval at the September Board of Directors meeting. The proposed contract was reviewed by SANBAG Counsel prior to release of the Request for Proposals.

Other Matters

15. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

Commuter Rail Report

Pg. 81

Council Member Patricia Gilbreath

South Coast Air Quality Management Report

Pg.

(No Report Available This Month)

Mayor Dennis Yates

SCAG Committees

Pg. 84

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees

Pg. 85

Acronym List

Pg. 87

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call, (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: September 13, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
7	03007-01	Smith, Watts & Company <i>Mark Watts</i>	None
9	C07010	Nossaman, Guthner, Knox & Elliott <i>Barney A. Allison</i>	None
14	C07017	UltraSystems Environmental, Inc. <i>Betsy Lindsay</i>	None

Financial Impact: This item has no direct impact on the 2006/2007 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X	X	X	X				
Bill Postmus			X		X			X				
Paul Biane	X	X	X			X						
Dennis Hansberger	X	X	X	X	X	X	X	X				
Josie Gonzales	X	X	X	X		X		X				
Jim Nehmens	X	X	X		X	X		X				
Rick Roelle	X	X	X	X	X	X	X	X				
Lawrence E. Dale	X	X	X		X	X	X	X				
Darrell Mulvihill	X	X				X		X				
Dennis Yates	X	X	X	X	X	X	X	X				
Gwenn Norton-Perry	X		*	X	*	X	X	X				
Deirdre Bennett							X	X				
Kelly Chastain	X	X	X	X	X	X	X	X				
Mark Nuaimi	X	X	X	X	X	X	X	X				
Bea Cortes	X	X	X	X	X	X	X	X				
James Lindley	X	X	X	X	X	X	X	X				
Larry McCallon	X	X	X	X	X	X	X	X				

X - indicates member attended meeting. * - indicates alternate member attended Xmeeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X	X	X				
Paul Eaton	X	X	X	*	X	X	X	X				
Rebecca Valentine	X	X	X	X	X	X	X	X				
Alan Wapner	X	X	X		X	X	X	X				
Diane Williams	X	X	X	X	X	X	X	X				
Pat Gilbreath	X	X	X	X	X		X	X				
Grace Vargas	X	X	X	X		X	X	X				
Judith Valles	X	X	X									
Patrick Morris				X	X	X	X					
Kevin Cole	X	X	X			X	X					
John Pomierski	X		X	X	X	X		X				
Mike Rothschild	X	X	X	X	X	X	X	X				
Dick Riddell	X	X	X	X	X	X	X	X				
Paul Cook	X	X	X	X	X	X	*	X				
Michael Perovich Ex-Official Member	X	*	X	*	X	X	X	*				

X - indicates member attended meeting.

* - indicates alternate member attended meeting.

Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt	X	X	X	X	X	X	X	X	X	X	X	X
Bill Postmus	X	X	X	X	X	X	X		X	X	X	X
Paul Biane	X	X	X	X	X	X		X				
Dennis Hansberger	X	X	X	X	X	X		X	X		X	X
Josie Gonzales	X	X	X	X	X	X		X	X	X	X	X
Jim Nehmens	X	X	X	X	X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	*	X	X	X	X	X	X	
Lawrence E. Dale	X	X	X	X	X	X	X		X	X	X	X
Darrell Mulvihill		X	X	X	X	X	X	X	X		X	X
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	X
Gwenn Norton-Perry	X				X	X	X	X	X	X	X	*
Kelly Chastain	X	X	X	X	X	X	X	X	X		X	X
Mark Nuaimi	X	X	X	X	X	X	*	X	X	X	X	X
Bea Cortes	X		X	X	X	X	X	X	X		X	X
James Lindley	X	X	X	X	X	X			X	X	X	X
Larry McCallon	X	*	X	X	X	X	X	X	*	X	X	*

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. ** - indicates new member

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X		X	X	X	X	X
Paul Eaton	X	X	X	X	X	X	*		X	X	X	*
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	*	X	X	X	X	X	X	X	X		X	*
Diane Williams	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath	X	X	X	X	X	X		X	X	X	X	X
Grace Vargas	X	X	X		X	X	*	X	X		X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X	X	X			X			X	X
John Pomierski	X	X	X	X	X	X		X	X	X	X	X
Mike Rothschild	X	X	X	X	X	X	X	*	X		X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X		X	X	X	X	X
Anne Mayer Ex-Official Member	X	X	Bill Mosby	X								
Patty Romo Ex-Official Member					X	X	Bill Mosby	Syed Raza	X			
Michael Perovich Ex-Official Member										X	X	X

X - indicates member attended meeting.

* - indicates alternate member attended meeting.

Crossed out box indicates member is not a Board Member.

** - indicates new member

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: September 13, 2006

Subject: Procurement Report for July 2006

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the month of July 2006.

Financial Impact: This item imposes no impact on the FY 2006/07 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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ISF07

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR JULY 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
7029	Gladstein & Associates	Consulting Services on ICTC	Y	\$ 25,000
7030	L.A. Metro. Trans. Authority	Regional Rideshare Marketing & Outreach	N	16,297
7031	Jill Kollmann & Associates	Call Box Revenue	Y	10,030
7032	Jill Kollmann & Associates	Consulting Services	Y	14,450
7033	Bernard Arroyo, JETT Consulting	Provide Consultation for FSP Program	Y	15,000
7034	Bernard Arroyo, JETT Consulting	Provide Consultation for Call Box Program	Y	10,000
7040	Padilla & Associates, Inc.	DBE Related Services	N	24,450
7041	O'Melia Consulting	L RTP Revenue Forecasting of Fed. & TDA Prog.	Y	18,650
7042	Terry Haines	On Call Right of Way Support	Y	25,000
7051	TH Enterprises Inc.	Enhanced Revenue Recognition	N	8,500
7052	Economics & Politics, Inc.	Economic Quarterly Production	Y	12,000
		TOTAL PURCHASE ORDERS ISSUED		\$179,377

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 4

Date: September 13, 2006

Subject: Appropriations Limitation for Fiscal Year 2006/2007

Recommendation:* Adopt Resolution 07-003 to establish appropriations limit at \$778,093,010.

Background: Article XIIB of the California Constitution specifies that the appropriations limit of state and local governments may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above mentioned requirements Resolution 07-003 has been prepared and is attached for review and adoption. The Ordinance 89-1 (Measure I) established the original appropriations limit of \$250,000,000. Resolution 07-003 establishes the appropriations limit at \$778,093,010 for Fiscal Year 2006/2007. The annual establishment of an appropriations limitation excludes federal grant funds.

The California Department of Finance provides the percentage change over prior year for the per capita personal income and the annual percent change in population. The calculation is reviewed and approved by independent auditors.

The previous limit, as approved by the Board of Directors, was \$733,061,069. This item adjusts the limit amount to \$778,093,010.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Financial Impact: No fiscal impact. The 2005/2006 adopted budget with associated amendments is well below the proposed appropriation limit.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

RESOLUTION NO. 07-003

**RESOLUTION
ESTABLISHING APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2006-2007**

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriations limit; and

WHEREAS, appropriations limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED as follows:

San Bernardino County Transportation Authority hereby determines that pursuant to Section 7902(b) of the California Government Code, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2006/2007 is determined to be \$778,093,010.

Approved by the Board of Directors at a regular meeting thereof held this 13th day of September 2006.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Minute Action

AGENDA ITEM: 5

Date: September 13, 2006

Subject: SANBAG Policy on California Public Records Act – Request and Fees Policy

Recommendation:* Approve amendments to SANBAG Policy 10027, California Public Records Act Request and Fees Policy, to update information related to availability of documents and to increase the fees for single copy and bound documents.

Background: SANBAG Policy 10027 was adopted by the Board of Directors in April 2000. This item recommends approval of amendments as follows:

- Updates the description of written documents
- Provides reference to Government Code 6250 et seq.
- Increases the fee for a single reproduced sheet from five cents to ten cents
- Increases the flat fee for bulk documents from five dollars to ten dollars
- Updates the policy relative to availability of agendas and staff reports on the SANBAG web site. Policy is attached with proposed amendments in ~~strikeout~~ and **bold**.

Financial Impact: This item has insignificant impacts to the adopted SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Attachment – BRD0609A1

(Page #1 of 2)

San Bernardino Associated Governments	Policy	10027
Adopted by the Board of Directors April 5, 2000	Revised	7/12/06 New 4/5/00
California Public Records Act - Request and Fees Policy	Revision No.	10

Table of Contents

Purpose | Definitions | Policy | Revision History |

10027.1 PURPOSE

The purpose of this policy is to establish standards to be followed when receiving a request to inspect or copy public records and determine fees to be charged for the reproduction of public records as governed by the California Public Records Act (CPRA) Government Code 6250 et. seq.

10027.2 DEFINITIONS

2.1. **Direct Costs.** The actual value amount in dollars of reproducing materials or documents, to include equipment, supplies, and staff costs associated with copying the materials.

2.2. **Local Agency.** Includes a county, city, whether general law or chartered, city and county; school district, municipal corporation, district, political subdivision, or any board commission or agency thereof, other local public agency, or nonprofit entities that are legislative bodies or a local agency.

2.3. **Public Records.** Any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

2.4. **Reproduction.** The act of making a copy or facsimile of existing documents and materials.

2.5. **Writing.** Handwriting, typewriting, printing, Photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored. ~~all papers, maps, magnetic tape, photographic films and prints, magnetic or punched cards, discs, drums, and other documents.~~

10027.3 POLICY

3.1. Introduction

SANBAG will respond to requests from individuals, persons, or elected officials to inspect or obtain copies of public records that are in existence within the guidelines established by the California Public Records Act. SANBAG public records are available for inspection during the normal business hours of the agency. Copies of public records requested by persons will be provided in a prompt manner in accordance with Government Code 6250 et seq. and fees will be charged for direct reproduction costs associated with producing copies of public records.

3.2. Charges for Reproduction of Items

Attachment – BRD0609A1

(Page #2 of 2)

Types of public records such as materials or documents that may have a fee charged for direct cost of reproduction include copies of agendas, support materials, or handouts; facsimiles of reports, surveys, maps, or data; and copies of correspondence and recorded meetings on audio or videotape. The following paragraphs list the fees that will be charged for copies or facsimiles of requested public records.

3.2.1. A charge of ~~ten~~ five cents (~~\$.05~~ \$.10) per page for all paper documents copied.

3.2.2. A flat fee of ~~ten~~ five dollars (~~\$5~~ \$10.00) will be charged for documents over 100 pages when bulk printing is available. The actual cost of reproducing the document or the per page fee will apply for all documents over 100 pages when bulk printing is not available.

3.2.3. The actual purchase price of a recorded tape will be charged for a copy of a 90 or 120-minute audio or videocassette tape.

3.2.4. Electronic copies of the face agendas and staff reports are available on the SANBAG web site will be ~~provided~~ at no cost.

3.2.5. The actual charge of producing a copy of maps, plots, blueprints, and other graphical documents will be charged at the time of the request.

3.3. Exemptions from Charges

Materials, agendas and routine notifications will be provided to government agencies, member jurisdictions, the media, and affiliated organizations or individuals, upon request, as approved by the Executive Director at no charge. ~~The Executive Director will annually review the list of those receiving "no charge" materials to evaluate the appropriateness of the circulation and the impact to the agency to continue to provide no charge copies to these agencies.~~

10027.4 REVISION HISTORY

Revision No.	Revisions	Approved
0	New Policy. Adopted by the Board of Directors	4/5/00
1	<u>Par. 10027.2, 2.5 Writing: Revised.</u> <u>Par. 10027.3, 3.2: Added "in accordance with Government Code 6250 et seq."</u> <u>Par. 10027.3, 3.3: Increased fees (100%) from April 2000; added electronic copies of face agendas and staff reports are available on the SANBAG web site at no cost; revised exemptions from charges.</u>	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: September 13, 2006

Subject: SANBAG Policies relative to Compensation Administration and Work Hours, Leaves, and Absences

Recommendation:*

1. Approve amendment to SANBAG Policy No. 10107, Compensation Administration, eliminating the reference to completion of probation; and
2. Approve amendment to SANBAG Policy No. 10111, Work Hours, Leaves, and Absences, providing for vacation leave after three months employment and eliminating the reference to completion of probation.

Background: In June 2003, SANBAG Policy 10110, Employment Status and Classification, was modified to increase the probationary period for non-exempt employees from six months to one year. At that time, SANBAG staff inadvertently overlooked references to two policies which contained provisions related to the probationary period. This item seeks to correct that oversight and make technical changes to existing policies.

It is recommended that SANBAG Policy No. 10107, Compensation Administration, be amended to eliminate the reference to satisfactory completion

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0609B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

of the probationary period before non-exempt employees are eligible for a one-step increase after six months of employment. Under Policy 10110, non-exempt employees would continue to be on probationary status for an additional six months. This amendment does not amend any provisions related to salary adjustments.

It is also recommended that SANBAG Policy 10111, Work Hours, Leaves, and Absences, be amended to eliminate the reference to completion of the probationary period prior to using accrued vacation leave at the discretion of the supervisor. SANBAG employees must complete three months of employment prior to using accrued vacation leave. This amendment would allow non-exempt employees to utilize accrued vacation leave after three months of employment and potentially prior to the end of their probationary period, at the discretion of the supervisor.

Financial Impact: This item has no financial impact upon the adopted 2006/2007 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

San Bernardino Associated Governments	Policy	10107
Adopted by the Board of Directors August 7, 1991	Revised	7/12/06 5/5/04
Compensation Administration	Revision No.	4 3

VIII. GUIDELINES FOR ADJUSTING INDIVIDUAL SALARIES

A. First Step Advancement

The new employee shall be eligible for the first step advancement as follows:

1. Support Staff

New support staff employees may be eligible to receive a one-step increase following their initial 1040 service hours in the position, ~~satisfactory completion of their probation,~~ and upon recommendation of the supervisor. Support staff may be eligible for subsequent step advancement 2080 service hours thereafter.

B. Subsequent Step Advancements

Evaluations for advancement to subsequent steps occur after another 2080 service hours. The evaluation date is established to coincide with completion of 2080 service hours after the effective date of the last step advancement.

Example: For a new support staff employee who started in January 2000, successfully completed ~~the probationary period of~~ 1040 service hours, and upon recommendation of the supervisor had a first step advancement that was effective in June 2000, the next evaluation would be after 2080 service hours, normally sometime in June 2001.

XIII. REVISION HISTORY

Revision No.	Description of Changes	Adopted
0	New Policy adopted by the Board of Directors.	8/7/91
1	Policy revision adopted by the Board of Directors. Revised paragraph on support staff increases to remove "...and may be given a one-step increase, based on merit, six months following probation..."	7/1/92
2	Changed "Executive staff" to "Senior management" throughout text. Changed "6 months" to "1040 work hours" and "one year" or "annual" to "2080 work hours" throughout text. Para. I: Revised. Para. II: REFERENCES: Added. Para. III: Revised. Para. IV: Added Para. V: Revised. Para. VI through XIII: Added.	01/09/02
3	Par VIII.A.2.b through e: Added new text on Administrative/Professional Group classification series ranges and steps. Par. VIII.A.3: Added new text on Senior Management ranges.	5/5/04
<u>4</u>	<u>Par. VIII.A.1: Deleted "...satisfactory completion of probation..."</u> <u>Par. VIII.B.Example: Deleted "...the probationary period of ..."</u> and added <u>"...upon recommendation of the supervisor..."</u>	

BRD0609B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	6/7/06 7/12/06
Work Hours, Leaves, and Absences	Revision No.	6 7

Table of Contents

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I. PURPOSE

The purpose of this policy is to establish standards for work hours, leaves, and absences.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked.

Vacation Leave, Table 1

Length of Service from Benefit Date	Annual Vacation Allowance	Maximum Unused Balance Allowed
	Full Time	Full Time
- From start of hire through year four - Pay periods 1 to 104	80 hours	160 hours
- From year five through year 9 - Pay periods 104 to 234	120 hours	240 hours
- Greater than nine years - Pay periods over 234	160 hours	320 hours

A. Vacation leave accrues from first day of hire but is not available for use by employee until three months after hire or upon completion of a probationary period (if applicable), ~~whichever is later~~ **at the discretion of the supervisor.**

B. All accrued vacation leave will be paid upon retirement, separation, or death of the employee.

C. Employees that are terminated, resign, separate, or retire from service shall not be allowed to use vacation leave to extend their employment past the last date of work, unless approved by the Executive Director.

D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with the SANBAG for the purpose of establishing vacation accrual rate.

BRD0609B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

San Bernardino Associated Governments	Policy	10111
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E. Excess vacation leave may be converted to cash. The minimum amount of vacation leave that can be converted to cash is 40 hours.

1. Employees wishing to convert vacation leave to cash must state in writing (using the "Leave Cash-Out Election Agreement" form for the upcoming calendar year) to Finance the total amount of vacation hours being converted prior to December 31st of each calendar year.
2. A ten percent penalty on leave cash-outs will be imposed for any cash-out that is not irrevocably elected in the prior calendar year. This requirement is mandated by the Internal Revenue Code.
3. An employee may convert vacation leave to cash on a quarterly basis provided that a minimum of 40 hours for regular full-time employees or half the annual accrual for part-time employees of vacation leave has been used during the previous 12 months.
4. Only vacation leave accrued in the current calendar year is eligible to be converted to cash without penalty.

XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
7	Par. VI.A: Revised from "whichever is later" to "at the discretion of the supervisor". Note: Revised Policy 10110, Employment Status and Classification was approved by the Board on 6/4/03 to extend the probationary period from 1040 service hours to 2080 service hours. The change to this Policy 10111 enables the supervisor to allow a new employee to take vacation before the probationary period ends.	

BRD0609B-DRB

Attachment(s):

Policy 10107 - Compensation Administration - Draft Excerpt

Policy 10111 - Work Hours, Leaves, and Absences - Draft Excerpt

ISF07

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: September 13, 2006

Subject: Smith, Watts & Co. Contract Extension for State Advocacy Services

Recommendation:* Approve Amendment No. 1 to Contract 03-007 to extend contract for state advocacy services.

Background: Attached are proposed amendments to extend the contract held with Smith, Watts & Co. for state advocacy services on behalf of SANBAG.

The original contract for state advocacy services was entered into agreement on October 9, 2002, with a start date of October 1, 2002, for a term of four years; the contract expires on September 30, 2006. This contract was held jointly with the Riverside County Transportation Commission (RCTC) and RCTC reimbursed 50 percent of the contract cost.

The original contract included terms and conditions that would allow for changes to be made upon written approval, as deemed necessary. The provisions of the contract also provided for an opportunity to extend the length of the contract for up to two years (one legislative session).

Staff recommends extending the contract held for state advocacy services for two years, until September 30, 2008. This recommendation is based on the following reasons:

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

- The November ballot will include the state's transportation infrastructure initiative. Organized efforts to provide information on this needed funding source are already underway. Allowing Smith, Watts & Co. to continue advocacy efforts without a break in service is in our best interest.
- Items on the board approved legislative work program and board approved directives, such as design-build and designating freeway segments in memoriam, are ongoing and will be carried over into the next legislative session. Smith, Watts & Co. has demonstrated a proven results-driven record to promote the board approved legislative work program.
- The firm's institutional knowledge of transportation issues deemed important by the SANBAG Board of Directors is unsurpassable. Regular communication with SANBAG staff, specifically with the Director of Intergovernmental and Legislative Affairs has provided advice and insights to the ever-changing nuances of the state's legislative process.

In addition to extending the term of the contract held with Smith, Watts & Co. until September 30, 2008, the following modifications to the existing contract are included in this amendment:

- RCTC has decided to seek a separate contract for state advocacy services. As a result, RCTC will no longer share 50 percent for the cost of the contract. Contract costs to SANBAG in the coming years will be comparable to costs in past years. References to RCTC are eliminated.
- References to Will Kempton are eliminated as he is no longer a partner with the firm.
- SANBAG contact information has been updated.

SANBAG staff has confirmed no foreseen changes to the firm's organizational structure in the upcoming legislative session. That said, Smith, Watts & Co. has hired an internal resource, Steve Schnaidt, to better serve clients with technical services and research on budget or legislative matters.

Financial Impact: Funding to support the contract for state advocacy services is included within the SANBAG FY06-07 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006, and approved as to Legal form by SANBAG Counsel.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

SANBAG Contract No. 03-007-01

by and between

San Bernardino Associated Governments

and

Smith, Watts & Co.

for

State Advocacy Services**FOR ACCOUNTING PURPOSES ONLY**☒ Payable
☐ ReceivableVendor Contract # 03-007-01
Vendor ID _____Retention:
☐ Yes _____ % ☒ No☐ Original
☒ Amendment**Notes:**Original Contract: \$ 426,000

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ 111,000

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 537,000

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>503C3007</u>	<u>5553</u>	<u>MI Valley Major Project</u>	_____	\$ <u>103,000</u>
<u>503C3007</u>	<u>5553</u>	<u>MI Mt./Desert Admin.</u>	_____	\$ <u>8,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 10/09/02 Contract Start: 10/01/02 Contract End: 9/30/06New Amend. Approval (Board) Date: 9/06/06 Amend. Start: 10/01/02 Amend. End: 9/30/08**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:****Approved Budget Authority →**Fiscal Year: 0607
\$ 41,625**Future Fiscal Year(s) –
Unbudgeted Obligation →**\$ 69,375Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 503CZZ07If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes _____%Task Manager: **Jennifer Franco**Contract Manager: **Jennifer Franco**

Task Manager Signature _____

Date _____

Contract Manager Signature _____

Date _____

Chief Financial Officer Signature _____

Date _____

Filename: CG300701a.doc

Form 28 06/06

AMENDMENT NO. 1
TO CONTRACT 03-007

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
SMITH, WATTS & CO.

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Smith, Watts & Co. referred to herein as "CONTRACTOR," have previously entered into a contract effective October 1, 2002, wherein SANBAG engaged CONTRACTOR to provide state advocacy services; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to extend the Contract for two additional years for CONTRACTOR to perform the agreed upon work;

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION VI. Insert the following language after the last sentence:

For services rendered from October 1, 2006 through September 30, 2008, CONTRACTOR shall receive compensation from SANBAG in the sum of \$4,500.00 per month, plus chargeable expenses not to exceed \$1,500.00 annually.

2. SECTION VI. Delete "Mr. Will Kempton" from the second sentence.

3. SECTION VIII. The first sentence of the first paragraph is amended to read as follows:

The term of this Agreement shall be shall commence on October 1, 2002, and continue through to September 30, 2008, unless terminated in writing by sixty (60) days written notice from one party to the other.

4. SECTION XXV. Addresses shall be changed as follows:

CONTRACTOR
Smith, Watts & Co.
980 Ninth Street, Ste. 1560
Sacramento, CA 95814
ATTN: President

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
ATTN: Executive Director

5. Delete all references to "Riverside County Transportation Commission" and/or "RCTC" from the contract.

6. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

SMITH, WATTS & Co.

Dennis Hansberger
President

Mark Watts
Partner


Date _____

Date _____

REVIEWED AND RECOMMENDED FOR
APPROVAL

Mark A. Grasso
Executive Director

APPROVED AS TO LEGAL FORM



Jean-Rene Basle, SANBAG Counsel

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA ITEM: 8

Date: September 13, 2006

Subject: Public Interest Finding Regarding Congestion Mitigation and Air Quality Funding (CMAQ) Obligation No. CML 6053 (065).

Recommendation:* Find that it is in the public's best interest for the San Bernardino Associated Governments (SANBAG) to utilize CMAQ funds for rideshare outreach and implementation services, internally and through other public agency agreements through a force account, rather than going out to bid for these services.

Background: SANBAG has funded it's rideshare outreach and implementation services utilizing Federal funding sources, since program inception. Because this program is an important component of the Regional Transportation Implementation Program (RTIP) as a Transportation Control Measure (TCM) and the fact that many of the Inland Empire residents work and live between Riverside and San Bernardino county, it has always been in the best interest of the public to operate a bi-county rideshare program. SANBAG funds its share of this program utilizing CMAQ and Measure funding, and executes an agreement with the Riverside County Transportation Commission each year as to how those funds will be expended. The balance of the funding is expended primarily by SANBAG staff for additional outreach and program assistance.

The program's goals and objectives as well as exact funding and contracting mechanisms are contained each year in the annual Budget, which also is included in the public hearing conducted each year prior to Budget adoption. Because SANBAG implements this program internally and through a bi-county public

*

*Approved
Board of Directors*

Date: September 13, 2006

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

agency partnership, SANBAG is able to reduce costs, provide program efficiencies, maintain program consistency from year to year, as well as maintain a strong outreach program to Inland Empire commuters. The Federal and local matching funds allocated to this program go much farther than if implemented through a competitive contracting mechanism.

Therefore, based on this finding, Staff requests that the CMAQ funding be placed in a force account for SANBAG to expend internally and through other public agency agreements.

Financial Impact: Funds for the rideshare outreach and implementation program have been budgeted in the Fiscal Year (FY) 2006/2007 Budget, Task Number 40607000, utilizing 88.53% CMAQ and 11.47% Measure I Transportation Management and Environmental Enhancement Mitigation Funding.

Reviewed By: This item was reviewed and unanimously approved by the Administrative Committee on August 9, 2006 and has been reviewed by Legal Counsel.

Responsible Staff: Lisa Poe, Senior Programming Analyst

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: September 13, 2006

Subject: Award of Contract C07010 for Disclosure Counsel

Recommendation:* Approve Contract C07010, Nossaman, Guthner, Knox & Elliott, LLP for Disclosure Counsel Services in an amount not to exceed \$100,000.

Background: At the Administrative Committee meeting on April 12, 2006, a request was made for the Administrative Committee to authorize the release of three RFPs: RFP 07-004 for Bond Counsel; RFP 07-005 for Investment Bankers; and, RFP 07-006 for Financial Advisor. The Committee authorized the release of the RFPs; and they were released on April 17, 2006.

SANBAG received proposals for Bond Counsel and Disclosure Counsel from nine firms on April 26, 2006. The proposals were reviewed by the SANBAG CFO and a representative of the San Bernardino County Counsel office. Three firms were selected for interviews for Bond Counsel and/or Disclosure Counsel: Orrick; Nossaman, Guthner, Knox & Elliott; and, Squire, Sanders & Dempsey. The interviews were completed on May 8, 2006. After the RFP process and interviews, the selection panel recommended that SANBAG select Orrick as Bond Counsel and Nossaman, Guthner, Knox & Elliott as Disclosure Counsel.

On May 10, 2006, the Administrative Committee received a status report for this procurement and unanimously recommended that the recommendations for

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

selection of the Financial Advisor, Bond Counsel, Disclosure Counsel, and Investment Banking Team be submitted directly to the Board for approval.

On June 7, 2006, the Board of Directors approved the selection committee recommendations including Nossaman, Guthner, Knox & Elliott as Disclosure Counsel. The Board also authorized staff to prepare and submit contracts for Financial Advisor, Bond Counsel and Disclosure Counsel to the Administrative Committee for review. Contracts for Bond Counsel and Financial Advisor were approved by the Board on July 5, 2006.

The proposed contract for Disclosure Counsel has been reviewed by County Counsel. Staff recommends that the contract be for an initial term of 3 years with one 2-year option followed by two 1-year options for extension.. This term structure would allow the financing team to stay in place for at least the first three years of the new Measure I program and was approved for the Bond Counsel and Financial Advisor contracts.

Financial Impact: The contract with Disclosure Counsel is primarily based upon hourly rates for requested professional services, with fixed fee or not to exceed project costs negotiated for some financing related project services. The majority of the costs will be capitalized as costs of issuance in any future financing. A portion of the hourly rates for services are funded in Task 94207000 of the fiscal year 2006/2007 budget.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

SANBAG Contract No. C07010

by and between

San Bernardino Associated Governments

and

Nossaman Guthner Knox & Elliott, LLP

for

Disclosure Counsel Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>NGKE1</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes: Multi-year contract for Disclosure Counsel services for new Measure I Financing Program

Original Contract: \$ <u>100,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 100,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>94207000</u>	<u>545583</u>	<u>MI Major Projects</u>	<u>I300</u>	\$ <u>100,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>9/6/06</u>	Contract Start: <u>9/6/06</u>	Contract End: <u>9/6/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>20,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>80,000</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 94207000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Terry McGuire**Contract Manager: **Terry McGuire**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: cssc07010-tjm

CONTRACT NO. C07010

AGREEMENT FOR DISCLOSURE COUNSEL SERVICES

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of August, 2006, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS (collectively with the San Bernardino County Transportation Authority, "SANBAG") and NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP ("Consultant"), a LIMITED LIABILITY PARTNERSHIP.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by SANBAG on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing Disclosure Counsel Services to public clients, is licensed in the State of California, and is familiar with the plans of SANBAG.

2.2 SANBAG desires to engage Consultant to render certain consulting services for the issuance of bonds, notes or other evidences of indebtedness ("Issuance of the Indebtedness") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to SANBAG all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of SANBAG regarding the Issuance of the Indebtedness and on other programs and matters affecting SANBAG, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. Unless earlier terminated as provided herein, this Agreement shall have a term of three (3) years from the date of approval of the Board of SANBAG, subject to one extension for an additional two years, followed by two (2) extensions, each for an additional one (1) year, upon mutual consent. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. All applicable indemnification provisions shall remain in effect following the termination of this Agreement.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services as shall be set forth in connection with the Issuance of the Indebtedness by SANBAG and

its financing team, and agreed upon by the Consultant. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, SANBAG shall respond to Consultant's submittals and requests in a timely manner. Upon request of SANBAG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Consultant; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. SANBAG retains Consultant on an independent contractor basis and Consultant is not an employee of SANBAG. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of SANBAG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of SANBAG.

3.6 Substitution of Key Personnel. Consultant has represented to SANBAG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of SANBAG. In the event that SANBAG and Consultant cannot agree as to the substitution of key personnel, SANBAG shall be entitled to terminate this Agreement, pursuant to provisions of Section 3.17 of this Agreement. The key personnel for performance of this Agreement are as follows: Barney A. Allison.

3.7 SANBAG's Representative. SANBAG hereby designates Terence J. McGuire, Chief Financial Officer, or his designee, to act as its representative for the performance of this Agreement ("SANBAG's Representative"). Unless otherwise provided herein, SANBAG's representative shall have the power to act on behalf of SANBAG for all purposes under this Agreement. Consultant shall not accept direction from any person other than SANBAG's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates Barney A. Allison, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with SANBAG staff in the performance of Services and shall be available to SANBAG's staff, consultants and other staff at all reasonable times.

3.10 Appearance at Hearings. If and when required by SANBAG, Consultant shall attend or render assistance at public hearings or other meetings related to Issuance of the Indebtedness or necessary to the performance of the Services.

3.11 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from SANBAG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to SANBAG for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.12 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting Issuance of the Indebtedness or the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SANBAG, Consultant shall be solely responsible for all costs arising therefrom.

3.13 Insurance.

3.13.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to SANBAG that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.13.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against any claims which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability.* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability.* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 combined single limit per accident; and (3) if Consultant has an employees, Workers' Compensation and Employer's Liability.- Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.13.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by SANBAG to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) SANBAG, its directors, officials, officers, employees and agents shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects SANBAG, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by SANBAG, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SANBAG, its directors, officials, officers, employees and agents shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any scheduled auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects SANBAG, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by SANBAG, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against SANBAG, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability. Consultant shall procure and maintain, for a period of five (5) years following any Issuance of the Indebtedness, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SANBAG; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to SANBAG, its directors, officials, officers, employees and agents.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SANBAG. If SANBAG does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of SANBAG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, or as reasonably necessary surplus lines insurers of the same rating, and satisfactory to SANBAG.

3.13.7 Verification of Coverage. Consultant shall furnish SANBAG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SANBAG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SANBAG before work commences. SANBAG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14 Compliance with Applicable Laws. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.15 Fees and Payment.

3.15.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services in an amount not less than Forty Thousand (\$40,000.00) and not more than an amount to be agreed upon between Consultant and SANBAG which shall not exceed Seventy Thousand Dollars (\$70,000.00) ("Total Compensation") for each Issuance of Indebtedness. If SANBAG develops a financing structure more complex than the average sales tax revenue bond financing, additional compensation may be paid subject to mutual written agreement.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.15.2 Payment of Compensation. Consultant shall receive its compensation on the closing date of the Issuance of the Indebtedness or shortly thereafter. The parties agree that Consultant shall not be entitled to any payment of any amount under this Agreement if the Issuance of Indebtedness fails to close for any reason.

3.15.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by SANBAG.

3.15.4 Extra Work. At anytime during the term of this Agreement, SANBAG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by SANBAG to be necessary in connection with the Issuance of the Indebtedness but which the parties did not reasonably anticipate to be part of Consultant's scope of services as disclosure counsel at the time of the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from SANBAG's Executive Director. Unless the parties agree to a flat rate charge for the Extra Work, compensation shall be based on the hourly rate of the attorney performing the Extra Work at the time the Extra Work is performed and the number of hours expended in connection with the performance of the Extra Work. If approved, the Extra work will become part of the Services.

3.16 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of SANBAG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.17 Termination of Agreement.

3.17.1 Grounds for Termination. SANBAG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those Services which have been fully and adequately rendered to SANBAG through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.17.2 Effect of Termination. If this Agreement is terminated as provided herein, SANBAG may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.17.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SANBAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONSULTANT: Nossaman, Guthner, Knox & Elliott, LLP Thirty-First Floor 445 South Figueroa Street Los Angeles, CA 90071-1602 Attn: Barney A. Allison	SANBAG: San Bernardino Associated Governments 1170 W. 3 rd Street, 2 nd Floor San Bernardino, CA Attn: Chief Financial Officer
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3.19 [Reserved]

3.20 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.21 Attorney's Fees: [Reserved]

3.22 Indemnification. Consultant shall defend, indemnify and hold SANBAG, its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers. Consultant shall pay and satisfy any judgment, award, decree or settlement that may be rendered against SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers in any such suit, action or other legal proceeding. Consultant shall pay for or reimburse SANBAG and its directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers.

3.23 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing by both parties.

3.24 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.25 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.26 SANBAG's Right to Employ Other Consultants. SANBAG reserves the right to employ other consultants in connection with Issuance of the Indebtedness.

3.27 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of SANBAG. Any attempt to assign this Agreement without the prior written consent of SANBAG shall be null and void.

3.28 Prohibited Interests.

3.28.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SANBAG shall have the right to rescind this Agreement without liability.

3.28.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of SANBAG, during the term of his or her service with SANBAG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.29 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of SANBAG's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related SANBAG programs or guidelines currently in effect or hereinafter enacted.

3.30 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of SANBAG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.31 No Waiver. Failure of SANBAG to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.32 Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**NOSSAMAN, GUTHNER, KNOX
& ELLIOTT, LLP**

By: _____
Dennis Hansberger
President

By: _____
Barney Allison
Partner

Dated: _____

Dated: _____

Approved as to form:

Jean-Rene Basle
SANBAG Counsel

Exhibit A

Scope of Services

Consultant shall be responsible for performing the requisite "due diligence" in connection with the Issuance of the Indebtedness; will prepare the official statement or offering memorandum relating to the Issuance of the Indebtedness; will deliver its opinion to SANBAG that the official statement or offering memorandum contains no material representations or omits to state a fact necessary to make the statements in the official statement or offering memorandum not misleading; and will draft the dealer agreements or bond purchase agreement between SANBAG and the investment banks acting as dealers or bond purchasers.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 10

Date: September 13, 2006

Subject: Investment Policy No. 20100

Recommendation:* Review and recommend approval of modification to Investment Policy No. 20100.

Background: The Board approved the amendments to the Investment Policy at the Board meeting on July 5, 2006. Since the approval action by the Board, one additional change to the policy has been identified that would be appropriate for consideration as a separate amendment to the Investment Policy.

The agency has included Local Transportation Funds (LTF) and State Transportation Assistance Funds (STAF) in its Combined Audited Financial Report for many years. The Board approved the staff recommendation to include the LTF and STAF funding in the agency's budget, beginning with the current FY 2006/2007 budget. The agency, acting as the County Transportation Commission, is responsible for the administration of these funds even though they are paid to, held by and invested by the County in the County pool. These funds have never been included in the agency's investment report.

Although these funds have to be held and invested by the County, staff is recommending that they be included in the agency's investment report. Since

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Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

these funds have totaled as much as \$75 million, and this amount may increase, but is more likely to decrease over time, including the investment of these funds in the investment program and investment report will impact the investment program as well as the Investment Policy. The most important and immediate impact is that the current investment policy limits to 30% the portion of the agency's investments that can be invested in the County Pool. This 30% limit would be exceeded if these funds are included in the investment report and in the diversification constraints established in the Investment Policy. Staff recommends that the LTF and STAF funds be included in the investment report and that the Investment Policy be amended to have no limit on the percentage of funds to be invested in the County Pool. The California Government Code does not impose any restrictions on the agency's investments in the County pool.

Attached is an extract of the relevant section of the Investment Policy (marked for changes) recommended for discussion and approval by this committee.

Financial Impact: There is no impact to the FY 2006/2007 Budget. While this recommended amendment will increase the size of the investment portfolio, the percentage of the portfolio invested in the County pool, and the percentages of the existing portfolio that can be invested in other permitted investments, it is not expected to increase credit or market risk to the portfolio.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

San Bernardino Associated Governments	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	8/9/06 7/5/06
Investment Policy	Revision No.	11 +0

Table of Contents

Purpose | Policy | Investment Goals | Prudent Investor Standard | Scope | Delegation of Authority | Conflicts of Interest | Portfolio Maturity Limits | Allowable Investments for SANBAG Operating Funds | Additional Allowable Investments for Bond Proceeds Only | Prohibited Investment Transactions | Investment in "Derivative" Securities | Leveraging | Safekeeping of Securities | Competitive Bidding of Investments | Broker/Dealers | Quarterly Reporting | Annual Submission of Investment Policy | Revision History |

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

Investment of SANBAG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

I. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SANBAG's operating funds or \$40 million, whichever is less.

J. San Bernardino County Investment Pool

~~Investment in the San Bernardino County Investment Pool may not exceed 30% of SANBAG's operating funds.~~

K. Insured savings accounts

L. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SANBAG's investment portfolio. Further, no more than 10% of SANBAG's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/3/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1, 20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/08/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: September 13, 2006

Subject: Appointments to SANBAG and External Committees

- Recommendation:** *
1. Note Presidential appointment of Council Member Gwenn Norton-Perry, City of Chino Hills, to serve as alternate ex-officio member representing SANBAG on the Alameda Corridor-East Construction Authority.
 2. Approve a one-time waiver of existing policy and appoint Council Member Kelly Chastain, City of Colton, to the Southern California Association of Governments (SCAG) Energy and Environment Committee (EEC), as a subregional appointee representing SANBAG.
 3. Note vacancy on the SANBAG Commuter Rail Committee.

Background:

1. Presidential Appointments. SANBAG President Dennis Hansberger has appointed Council Member Gwenn Norton-Perry, City of Chino Hills, to serve as alternate ex-officio member representing SANBAG on the Alameda Corridor-East Construction Authority for a term to expire on December 31, 2007. This item is to notify the Board of Presidential appointments, consistent with SANBAG policy.

2. Appointment to SCAG Policy Committee. There are currently four vacancies for a SANBAG subregional representative on SCAG policy committees. These vacancies were announced at the July and August 2006 Board of Directors meetings. SANBAG policies require that subregional appointees be members of the Board of Directors; however, no Board members have been available to

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*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

accept these appointments. The Board of Directors has waived this policy on specific instances when no Board members have indicated a willingness to serve.

Council Member Kelly Chastain, City of Colton, has expressed an interest in serving on the SCAG Community, Economic, and Human Development Committee. Board approval is required to waive SANBAG policy and appoint a non-Board member to SCAG policy committees. It is recommended that the policy be waived and that Council Member Chastain be appointed.

It should be noted that SANBAG continues to have three vacancies on SCAG policy committee. Any member of the Board who may be interested in serving should notify the SANBAG President or staff.

3. Commuter Rail Committee Vacancy. There continues to be a vacancy for a member of the SANBAG Board to serve on the SANBAG Commuter Rail Committee to fill the position previously held by Kelly Chastain, City of Colton. In accordance with SANBAG policy, this vacancy will be filled by Presidential appointment. Board members interested in serving on the Commuter Rail Committee should notify the SANBAG President or staff.

Financial Impact: This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on internal and external committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County.

Reviewed By: Information related to these appointments was presented at the August Board of Directors meeting.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: September 13, 2006

Subject: Corridor System Management

Recommendation:* Receive presentation by Tarek Hatata, Principal of the System Metrics Group regarding information gained from detailed analysis of the I-880 Corridor in the Bay Area and provide an assessment of its implications for Southern California.

Background: Recent work at UC Berkeley on two congested California freeway corridors, one in Los Angeles and one in the Bay Area, suggests that recurrent congestion (congestion that recurs daily because of high traffic volumes combined with roadway operation or design problems) accounts for more than 2/3 of the peak period delays on those facilities, while non-recurrent congestion (accidents, debris in the road, weather, etc.) accounts for the rest. High quality continuous monitoring data can be used to identify the location and nature of points on the system where recurrent slowing is triggered, leading to more widespread breakdown of system performance, increased delay, and loss of system throughput. Such information coupled with simulation modeling provide a basis for targeted operational or geometric improvements that can achieve very significant system performance benefits at a fraction of the cost of wholesale freeway widening.

Tarek Hatata, Principal of the System Metrics Group and lead consultant on SCAG's 2004 and 2007-8 Regional Transportation Plans, will present information gained from detailed analysis of the I-880 Corridor in the Bay Area and provide an assessment of its implications for Southern California.

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Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Financial Impact: This item has no impact on the approved Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: A similar item was presented to the SCAG Plans and Programs Technical Advisory Committee on August 17, 2006, but has had no prior review by SANBAG committees.

Responsible Staff: Ty Schuiling, Director, Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: September 13, 2006

Subject: Marion Ashley, Riverside County Board of Supervisors, letter regarding creation of an Inland Empire Metropolitan Planning Organization (MPO)

Recommendation: * Authorize the SANBAG President to appoint members to an Ad Hoc Committee, if necessary, to explore with Riverside County Transportation Commission the creation of an Inland Empire MPO.

Background: On July 14, 2006 Marion Ashley, Riverside County Supervisor, and Riverside County Transportation Commission (RCTC) Chair, sent the attached letter to Eric Haley, Executive Director, RCTC, requesting RCTC staff to conduct a comprehensive study on the viability of forming an Inland Empire MPO. The letter also requested that this study be based on discussion with SANBAG.

The RCTC Board is scheduled to discuss this matter in October. Pending the outcome of the RCTC Board action, the SANBAG President, if necessary, will appoint members to the Ad Hoc Committee and provide guidance to staff regarding the level of effort SANBAG will assert to this discussion before aggressively pursuing the study.

Financial Impact: The comprehensive study of an Inland Empire MPO will require a notable expenditure of SANBAG personnel resources. Formation of an Inland Empire MPO would have substantial financial impacts, which would be part of the initial study. This activity is not approved in the adopted SANBAG Fiscal Year 2006/07 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 9, 2006.

Responsible Staff: Tony Grasso, Executive Director

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

County of Riverside



SUPERVISOR MARION ASHLEY
FIFTH DISTRICT

JUL 16 2006

Mr. Eric Haley, Executive Director
Riverside County Transportation Commission
4080 Lemon Street Third Floor
Riverside, California 92501

July 14, 2006

Dear Mr. Haley: *ERIC*

I am writing this letter to request that you conduct a comprehensive study into the viability of establishing our own Metropolitan Planning Organization (MPO) for the Inland Empire.

This report should be based on discussions with SANBAG; meetings with groups of elected officials and representatives of critical business interests; an analysis of the costs, staffing and the statutory challenges we will face on several government levels; and the benefits to the Inland Empire of a separate, free-standing MPO.

I recognize that if we undertake this endeavor it will take approximately two years to accomplish and that it is critical that we follow an orderly process. With that in mind, please provide a timeline with milestones that outlines a proposed course of action.

Please plan to present a report on your study by the end of September. This is when I would like the entire commission to review it. Now is the time for all good men to come to the aid of their country.

If you have any questions regarding this request, please do not hesitate to call me.

Very truly yours,

Marion
MARION ASHLEY
5th District Supervisor
Chairman, RCTC

MA:DL

Cc: Riverside County Board of Supervisors
San Bernardino County Board of Supervisors
RCTC Member Agencies
SANBAG Member Agencies
Larry Parrish, Riverside County Executive Officer
Mark Uffer, San Bernardino County Administrative Officer
Tony Grasso, SANBAG Executive Director
Rick Bishop, WRCOG Executive Director

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: September 13, 2006

Subject: Contract for Preparation of Environmental Impact Report (EIR) for US-395 Realignment

Recommendation:*

1. Approve Contract No. 07017 to UltraSystems Environmental, Inc., for preparation of an EIR for the US-395 Realignment in an amount not to exceed \$650,000 as specified in the Financial Impact Section; and
2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task No. 94507000, Victor Valley Transportation Study, for the US-395 Realignment EIR contract, by \$335,000, as detailed in the Financial Impact Section.

Background: The 2006/2007 budget anticipated a new activity within Task No. 94507000, Victor Valley Area Transportation Study, for the preparation of a program level EIR under the California Environmental Quality Act (CEQA) for the realignment of US-395 through the Victor Valley jurisdictions of Adelanto, Hesperia, Victorville and the County of San Bernardino. The purpose of the EIR is to conduct the necessary technical studies and public outreach allowing the jurisdictions, Caltrans, and SANBAG to arrive at a consensus on the realignment of US-395 that can then be adopted into local jurisdiction general plans. Inclusion in local general plans will facilitate right-of-way preserved for a future

*

Approved
San Bernardino Associated Governments

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0609A-RPG.doc
Attachments:
CSS7017-rpg.doc
US-395EIRContract.doc
94507000

expressway/freeway, which is critical to the future transportation needs of the Victor Valley. The Board of Directors approved the release of the Request for Proposals (RFP) in July 2006.

On July 31, 2006, staff received three proposals in response to the RFP. The proposals were evaluated by a selection committee comprised of representatives from the Cities of Adelanto, Hesperia, Victorville, the County of San Bernardino, Caltrans and SANBAG staff. The committee recommended that all three firms be interviewed, which occurred on August 14, 2006.

The three firms interviewed for the project were Kleinfelder Inc., Pacific Municipal Consultants, and UltraSystems Environmental. After careful evaluation of the proposals and interviews, the consultant selection panel unanimously recommended that SANBAG contract with UltraSystems Environmental for the project.

The consultant selection panel was unanimous in its decision to recommend UltraSystems for the project because of the strength of the firm's technical proposal and the extensive experience of the key project personnel. The Project Manager, Gene Anderson, has 27 years of experience with preparing environmental documents on over 400 projects. In addition, the proposal includes a strong public outreach component and detailed environmental analysis of up to 60 centerline miles of potential corridor.

The SANBAG FY 06/07 Budget includes \$315,000 for the completion of a program level EIR for the US-395 Corridor. It was anticipated that additional funds would be required in FY 07/08 to complete the project. The cost associated with the proposal received from UltraSystems Environmental exceeds the amount budgeted for the task for FY 06/07. The original cost submitted to staff for the project by UltraSystems was \$757,570. Staff was able to negotiate the contract price to an amount not to exceed \$650,000. The negotiations focused on eliminating activities that were not necessary for a program level EIR. Staff remains confident that the negotiated cost will allow the project objectives to be fully achieved.

It was also determined through the negotiations that the project schedule and expenditure rates would require greater resources than originally budgeted for FY 06/07. It is estimated that two-thirds of the budget will be required in FY 06/07 given the aggressive schedule. The urgency of preparing the US-395 EIR was

delineated in the July 2006 board item. The need for an aggressive schedule is a consequence of the rapid development occurring in the Victor Valley and the need to identify a consensus alignment so that local jurisdictions and developers can plan around it. A Project Study Report (PSR) for the realignment of US-395 was completed in 2001, but all of the alignments studied in the PSR are now considered not to be viable, and no consensus on an alignment has been reached. If identification of a preferred route is delayed further, finding a new alignment will become even more difficult due to costs and increased impacts to local communities.

As part of the consultant work, several potential alignments identified by participating agencies will undergo technical review and be evaluated through an extensive public outreach effort. The US-395 Realignment EIR, including the preferred alignment, will be certified by the SANBAG Board of Directors. The Mountain/Desert Policy Committee will serve as the steering committee of elected officials throughout the study and will make a recommendation to the full Board at completion of the study. A decision on the preferred alignment is scheduled for late 2007.

Efforts by Caltrans and SANBAG to identify a new alignment for US-395 date back to 1990. In light of this history, SANBAG and participating agencies are taking a very proactive approach in attempting to identify the new US-395 alignment through a parallel process of environmental/project analyses, but such an approach is not without risk. This work plan calls for identification of a mutually acceptable alignment within the next 18 months by completing the California Environmental Quality Act environmental impact report. It is anticipated that the alignment which results from this effort will be preserved through local land use authority by its inclusion in local General Plans. The alignment defined by the EIR will then be used as an additional alternative to be considered in the project-level EIR/EIS that is being conducted by Caltrans for US-395 from I-15 to SR-58. Although the project level EIR/EIS has been initiated, the schedule indicates that it cannot be completed for approximately 5-6 years. Together these two parallel efforts can result in a new corridor alignment which will meet the future needs of the Victor Valley.

The history of previous alignment studies demonstrates that failure to preserve an alignment in the near future may leave the Victor Valley with no viable options, resulting in through traffic, including many heavy-duty trucks, using the existing US-395 alignment in perpetuity. It is the opinion of SANBAG staff that failure to

take action now (and likely losing any remaining alignment opportunities) creates a much greater risk than identifying an alignment through the EIR that can be adopted into local General Plans and preserved. The approach to the EIR is to minimize the risk by proactively reaching out to local communities and to state and federal resource agencies to identify and respond to the issues with which they are concerned, allowing this input to guide the decision on the alignment.

It should also be recognized that adoption of an alignment into local General Plans will also trigger a set of obligations on the part of local jurisdictions to take actions that preserve the right-of-way.

One of the most important elements of performing the EIR will be the role of public participation. The EIR process will recognize the sensitivities of the communities in the region to the growing urbanization of the Victor Valley and the need to balance these concerns against the long-term mobility needs for both the local and the regional traffic passing through the corridor. Consequently, significant attention to public outreach has been included in the scope of work with UltraSystems Environmental. The EIR will be managed as an open process, with substantial material on US-395 alternatives made available to the public to promote transparency throughout the duration of the project.

Financial Impact: The financial impact of this item is \$650,000, which exceeds the SANBAG 2006/07 budget by \$335,000. A budget amendment is requested to increase the amount of Task No. 94507000, for the US-395 CEQA EIR contract. Funding source for the additional budget is unbudgeted Transportation Development Act (TDA) fund balance.

Reviewed By: This item has not had prior policy committee review. An advance copy of this item was mailed to members of the Mountain/Desert Committee, indicating that award of the contract would be scheduled for approval at the September Board of Directors meeting. The proposed contract was reviewed by SANBAG Counsel prior to release of the Request for Proposals.

Responsible Staff: Deborah Robinson Barmack, Director of Management Services
Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst

SANBAG Contract No. 07017

by and between

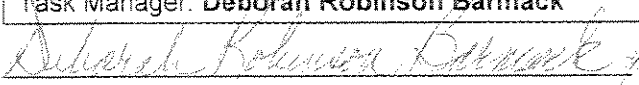

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

ULTRASYSTEMS ENVIRONMENTAL, INC

for

US-395 REALIGNMENT ENVIRONMENTAL IMPACT REPORT

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>UEI</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>650,000</u> Contingency Amount: \$ _____		Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>650,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>945C7017</u>	<u>6010</u>	<u>PPM</u>	_____	\$ <u>71,483</u>
<u>945C7017</u>	<u>6010</u>	<u>TDA</u>	_____	\$ <u>353,517</u>
<u>945C7017</u>	<u>6010</u>	<u>Local (Co. No 06068)</u>	_____	\$ <u>225,000</u>
Original Board Approved Contract Date: <u>09/13/06</u> Contract Start: <u>09/18/06</u> Contract End: <u>3/18/08</u> New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>650,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which Task includes budget authority? _____ If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input checked="" type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>85.1%</u>				
Task Manager: Deborah Robinson Barmack			Contract Manager: Ryan Graham	
 Task Manager Signature		 Contract Manager Signature		<u>8/28/06</u> Date
 Chief Financial Officer Signature		<u>8/28/06</u> Date		

Scope of Services

Introduction

San Bernardino County Associated of Government (SANBAG) is interested in preparing an Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to north of Desert Flower Road in Adelanto, and for a potential alignment for the proposed High Desert Corridor (HDC) between the existing US-395 and the proposed realignment of US-395. UltraSystems will be responsible for the preparation of a Program EIR on a maximum of four alternative alignments. The Program EIR will be based on the conceptual plans prepared by Caltrans. These alignments will all assume a right-of-way width of 360 feet. At least a 500-foot wide swath around the centerline including the footprint of potential interchanges will be examined for the purposes of the EIR. The total length for the Program EIR investigation because of the multiple alternatives could add up to 60 center line miles for the project.

The Program EIR will be prepared at a level of analysis that will allow each of the four jurisdictions along the US-395 right-of-way, including that section of the HDC, to adopt an alignment into their General Plan, thus allowing for protection of the right-of-way along the corridor. The Program EIR will analyze each alternative at the same level of detail, as is done in an EIS, rather than the traditional CEQA manner of selecting a preferred alternative for detailed analysis and lesser analysis for the other alternatives. This is the only manner in which the environmental effects for each of the alternatives can be sufficiently compared during the decision-making process. The **goal** of the Program EIR will be to allow for the identification of a preferred alignment for purposes of right-of-way preservation.

A **goal** of the Program EIR is to utilize a coordinated effort that will include affected property owners and federal/State resource agencies. This approach will provide affected property owners and public agencies with a high degree of comfort / probability that the preferred alignment as analyzed in the Program EIR is feasible and can be supported in subsequent environmental processes.

Task 1 Project Management

Task 1.1 - Kick-off Meeting: UltraSystems' project manager and each project team leader will attend one (1) kick-off meeting with SANBAG. UltraSystems will be responsible for the minutes of the meeting. The purpose of the meeting is to:

- * Introduce the key project team members and key SANBAG staff and interested members of the public;
- * Review and verify the project schedule;
- * Discuss the list of public individuals and groups and responsible agencies who are to receive announcement of the NOP;
- * Discuss the scoping meetings (schedule tentative dates);
- * Discuss related reports for relevant information;
- * Discuss the Initial Study; and

- Discuss project alternative alignments.

Task 1.2 - Project Management Plan: UltraSystems' Project Manager, with input from the transportation and our public outreach lead, will prepare and submit to SANBAG within fifteen (15) days following the start of work the Project Management Plan. The Project Management Plan will specifically identify and describe each task for each of these components.

The Project Management Plan will provide the details for completing each task required to successfully complete this project. The Project Management Plan will describe the management, coordination, and controls that will be implemented to ensure the timely completion of the Draft and Final EIR. The Project Management Plan will include for each phase:

- An overall work flow chart identifying critical path work items for each component,
- A detailed description of each task,
- A detailed schedule for each work task;
- A detailed breakdown of the costs for each task, and
- A detailed staffing plan for each task.

The Project Management Plan will be the basis against which project status and progress will be measured and reported.

Task 1.3 - Tracking System / Project Progress Report: UltraSystems' Project Manager will set up a monthly tracking / reporting system. The tracking system will provide an on-going status report that details the progress of the project and provides the means to keep the project on schedule. The main component of the tracking / reporting system will be an overall project progress report. The project progress report will identify any potential cost overruns and provide the best means to maintain the project's budget. The project progress report will include:

- A discussion of the progress of the work completed and the work remaining by task,
- A discussion of unforeseen issues,
- An updated project schedule,
- An action plan to put the project back on schedule, should it slip,
- An accounting of costs for each task,
- An action plan to get the project back on budget, and
- Staffing revisions.

Task 1.4 - Project Team Meetings: UltraSystems' Project Manager along with each subconsultant team leader will attend monthly Technical Advisory Committee (TAC) meetings. The project status report will be presented and discussed at each TAC meeting. Additional status reports shall be presented to SANBAG staff at key milestones and as necessary during the project. An UltraSystems' staff member will also attend each TAC meeting to take the minutes of the meeting, and will be responsible for circulating the meeting minutes for review to the SANBAG project manager within two weeks, following each TAC meeting.

Task 1.5 - Quality Control Review: UltraSystems' Project Manager is responsible for quality control review of all in-house and subcontractor work products prepared for inclusion in the Draft and Final EIR prior to submittal to the SANBAG project manager for review. In the event SANBAG's project manager requests changes to the document, UltraSystems' Project Manager and public outreach lead will be available as necessary to meet with the SANBAG project manager to review and update the work product. UltraSystems' Project Manager will also be available to receive SANBAG review and concurrence on work products. Comments that address subcontractor work products will be made available to them so they can revise their documents. UltraSystems' Project Manager will be responsible for ensuring all revisions are made to the Draft and Final EIR, based on comments from SANBAG.

Task 2 Environmental Constraints Identification and Initial Study/Notice of Preparation

Task 2.1 - Constraints Analysis: Using the candidate alignments as provided by Caltrans, UltraSystems will prepare a constraints analysis that will identify all environmental resources that should be avoided along the alignments. A **goal** of the constraints analysis is to contact the affected property owners and federal/State resource agencies early in the environmental process, and allow them the opportunity to identify any fatal flaws. The concerns raised during this early consultation process will allow Caltrans to refine the proposed alignments prior to the initiation of the Program EIR. The consultant shall notify and obtain the concurrence of the SANBAG Project Manager prior to making independent contact with partner agencies, community members, resource agencies, and other stakeholders.

Task 2.2 - Notice of Preparation / Initial Study (NOP/IS): UltraSystems will prepare the NOP/IS for the proposed project; it will be prepared as a single document. The NOP/IS will be prepared pursuant to Section 16063 of the *State CEQA Guidelines*. The NOP document will include the following:

- A description of the proposed action;
- The name of the lead agency contact and phone number;
- A description of the project alternatives including the location of the project;
- A description of the proposed project's environmental setting;
- A description of the proposed scoping process including the time and place of the scoping meeting(s);
- An identification of environmental effects by using the standard CEQA checklist methodology;
- A discussion of the ways to mitigate the significant effects identified, if known;
- An examination of whether the proposed project would be consistent with existing zoning, General Plans, and other applicable land use controls; and
- The name of the person or persons who prepared or participated in the Initial Study.

UltraSystems will prepare all appropriate descriptions and exhibits of the proposed project. The project description will include a general discussion of the project limits,

goals and objectives of the proposed improvements, and an overview of the project process. The general scope of the alternatives will also be defined. Exhibits of the project vicinity and environs will be prepared for attachment to the NOP, as appropriate.

As noted, UltraSystems will provide a specific NOP distribution list for this corridor, utilizing and updating existing SANBAG and Caltrans lists. The NOP will be filed with the State Clearinghouse, Office of Planning and Research. The NOP will be distributed to all Responsible Agencies, Trustee Agencies, and all individuals and/or groups that have requested a copy of the document. The NOP will also be placed in local public libraries (Adelanto, Hesperia, and Victorville) and other locations for the public to access. Electronic files will be provided to SANBAG for placement on their webpage. Newspaper notices will be prepared by UltraSystems; however, the responsibility of placement will be SANBAGs. SANBAG will also be responsible for the distribution of the NOP/Initial Study.

Task 3 Public and Resource Agency Outreach

The LA Group's approach to satisfying the scope of public outreach and participation in this process will meet and exceed the requirements of the CEQA. The LA Group recognizes the wisdom of minimizing risk by proactively reaching out to local communities, and to State and federal resource agencies to identify and respond to the issues with which they are concerned, thus allowing this input to guide the decision on the alignment alternatives. The LA Group will ensure that communities along the candidate alignments are afforded the maximum opportunity to review and comment, prior to identifying a preferred alignment. The LA Group understands that to achieve project success in a cost-effective and timely manner we must partner with SANBAG and incorporate through them, the interests of the SANBAG Mountain/Desert Committee, Caltrans, the County of San Bernardino, the cities of Adelanto, Hesperia and Victorville, and community stakeholders to provide information and solicit input, in order to achieve alignment selection and public acceptance of the project.

The LA Group understands that this project will involve a substantial effort to coordinate with and reach out to affected citizens and federal/State resource agencies so that public agencies and private property owners can move forward with a high level of probability that the preferred alignment identified in this program-level EIR is feasible and supportable by subsequent environmental processes. The LA Group proposes to undergo an outreach program that ensures that all agencies identified by SANBAG and all stakeholders and property owners, receive timely notification of meetings and are provided with multiple methods of providing comments.

The LA Group understands that community groups and citizen associations along the corridor will be valuable project participants, serving as a primary vehicle for disseminating information for obtaining input. Participating in the regular meetings of community-based organizations can provide an efficient method of information sharing. Discussions with community leaders will assist in determining the preferred format for information exchange.

Task 3.1- Scoping Meetings: Two (2) formal scoping meetings will be held; the LA Group will prepare and facilitate all logistics involved in the formal scoping meetings including:

- coordination of mailing list preparation,
- securing of mailing service
- securing meeting sites,
 - ensuring ADA accessibility,
- securing audio/visual needs
- preparing collateral materials
 - speaker cards,
 - comment sheets,
 - assisting in the development of presentation materials,
 - collateral material translation (as-needed),
 - signage,
- staffing of the meetings
 - live translation/interpretation (as needed)
- securing of transcription services
- wrap-up report for all meetings conducted, to include outreach performed, attendance, meeting program/agenda, presenters and comments received.

Task 3.2 - Public Outreach: The LA Group will hold up twelve (12) community meetings. The LA Group will prepare and facilitate all logistics involved in the community meetings, including:

- database development. This database will remain the property of SANBAG.
- advertising – meeting notice – local newspapers,
 - translation of advertising as needed,
- outreach services including direct mail, coordinating door-to-door outreach services (as needed), posting flyers, internet outreach, email blasts,
- securing meeting sites,
 - ensuring ADA accessibility,
- securing audio/visual needs,
- preparing collateral materials
 - flyer development-(meeting notice),
 - translation of flyer – as needed,
- comment sheets,
 - assisting in the development of presentation materials,
 - quarterly fact sheets (3) will be prepared for distribution and posting on SANBAG's website,
 - collateral material translation (as-needed),
 - signage (directional for meetings),
- staffing of the meetings
 - live translation/interpretation (as needed)
- wrap-up report for all meetings conducted, to include outreach performed, attendance, meeting program/agenda, presenters and comments received.

The LA Group will attend two (2) Public Hearings. The LA Group will prepare and facilitate all logistics involved in formal public hearings following release of the DEIR. The LA Group services will include:

- coordination of mailing list preparation,
- securing of mailing service,
- securing meeting sites,
 - ensuring ADA accessibility,
- securing audio/visual needs,
- preparing collateral materials,
 - speaker cards,
 - comment sheets,
 - assisting in the development of presentation materials,
 - collateral material translation (as-needed),
 - signage,
- staffing of the meetings,
 - live translation/interpretation (as needed),
- securing of transcription services,
- wrap-up report for all meetings conducted, to include outreach performed, attendance, meeting program/agenda, presenters and comments received.

In addition to the above, Ultrasystems (and selected subconsultants, if appropriate) will also attend the following

- Up to eight (8) Meetings of the City Council & Board of Supervisors.
- Up to four (4) meetings of The SANBAG Mountain/Desert Committee.

Task 3.3 - Resource Agency Coordination: (The following items are mentioned in both Task 3.2 and 3.3. This scope presumes they are one in the same.)

- Materials for scoping meetings,
- Handouts and presentation materials,
- Up-to three fact sheets (also in Task 3.2).

Task 4.0 Preparation of Technical Studies

For each technical study, a stand alone technical report (draft and final versions) will be prepared. No technical studies will be prepared for public services/utilities and geology because they will be based on General Plan environmental setting data or other data available for the areas within the proposed project limits.

Deliverables

- Draft and final technical reports, six copies of each, plus electronic media.

Task 4.1 - Cultural Resources: CRM Tech will prepare the cultural resources study for the project area. CRM Tech will conduct a records search at the San Bernardino County Museum and other appropriate archeological data sources shall be conducted to determine the location of known archaeological sites and any prehistoric or historic resources that are listed on or eligible for the National Register of Historic Places.

Documentation for compliance with Section 106 of the National Historic Preservation Act shall be completed as part of this task. Section 106 compliance will include records searches for each alignment and field surveys to spot check areas in the vicinity of recorded sites or resources. New site record forms or updates to previous site records shall be performed for up to 100 affected sites. More detailed field surveys providing 100 percent coverage will be required as part of the future construction level documents. The cultural resources study will address archeological, paleontological, and historical resources.

Task 4.2 - Biological Resources: UltraSystems staff biologists will prepare a technical report documenting the results of the literature review and field surveys. Biological resources will be studied along at least a 500-foot wide swath that is centered on each of the four alternative alignments; a total of 60 linear miles will be analyzed. The technical report will include a general assessment of biological resources within the four alternative alignments, identify sensitive habitat types, discuss habitat linkage and wildlife corridor issues in the project area, describe sensitive species that may occur within the alignments, and provide maps and other exhibits that show habitats and linkage/corridor locations. UltraSystems staff biologists will perform an overview field survey to identify sensitive habitat areas and areas that may require more detailed field analyses under future studies. UltraSystems staff biologists will perform the following tasks: review literature sources; examine aerial photographs; field surveys; examine biological studies conducted as part of development applications, general plans, and prior transportation studies in the project area; and review available literature sources (California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other pertinent sources). The technical report will include a description of all potential significant impacts to biological resources and the mitigation measures that would avoid or reduce the impacts. Preliminary habitat maps will be prepared based on recent aerial photographs and other available sources. UltraSystems staff biologists will also identify any additional focused surveys that may be required for subsequent review of the alternative alignments.

Task 4.3 - Floodplain Evaluation: Leighton and Associates will obtain floodplain information from mapping by the Federal Emergency Management Agency and from available data in local General Plans. Leighton will evaluate potential floodplain encroachments for the areas within the corridor right-of-way. Leighton will prepare a Floodplain Evaluation form.

Task 4.4 - Hazardous Waste: Leighton will conduct a records search of all appropriate agency databases to determine whether any of the four alignment alternatives would impact known hazardous waste sites. Leighton's staff will conduct field surveys as appropriate to prepare a Hazardous Waste Initial Site Assessment within the corridor being studied.

Task 4.5 - Socioeconomics: UltraSystems will prepare a Background Socioeconomic Analysis to determine potential socioeconomic impacts along the four alternative alignments for the US-395 corridor. The Background Socioeconomic Analysis will

provide a description of existing land use, housing, employment, and population conditions in the vicinity of the four alternative alignments. The impact analysis will address the potential impacts on the residential population and local business community within the project study area for each alignment, including land use compatibility impacts associated with the proposed improvements. Discussions on environmental justice, right-of-way displacements, relocation assistance, business impacts, neighborhood cohesion, and fiscal impacts (i.e., estimated loss of property tax and sales tax revenues) will be included. The analysis will also address each alignment's consistency with relevant local, regional, and State regulations and plans. This will include an assessment of potential indirect and cumulative effects of the proposed US-395 realignment.

Task 4.6 - Parklands and Recreation: UltraSystems will identify all public parklands and historic sites (also see Task 4.1) within the alternative alignment's right-of-way. The effects of the project on the parklands and historic sites will be evaluated.

Task 4.7 - Traffic: Katz Okitsu and Associates (KOA) will assist UltraSystems for accumulating the scope elements related to traffic study and the roadway realignments. For the traffic analysis work being completed under the Victor Valley Area Transportation Study (VVATS) project KOA will assign a group of qualified staff that will provide independent review of this study for inclusion in the environmental document. It is understood that VVATS will provide the traffic data and sufficient level of analysis to establish the basis for lanes needed for the freeway and the proposed interchanges. Specific interchange "footprints" will be developed as a part of the VVATS study. KOA will review the available information for design standard verification and assemble the data in a format ready to insert into the Draft EIR so that impacts of these interchanges are readily discerned for the purpose of environmental analysis.

Caltrans is responsible for preparing the alignments for SR 395. KOA possesses strong alignment design skills and will take the lead in coordinating and obtaining this information from the Caltrans staff. KOA is familiar with engineering design issues for freeways and roadways, therefore they will be able to lead this effort thus creating efficiency and accelerating the project goal achievements. KOA understands that Caltrans is interested in designing the alternative alignments for US 395 from I-15 to SR 58. However, the scope of this study only covers the section of US 395 between I-15 in Hesperia to north of Desert Flower Road in Adelanto. KOA will obtain the relevant information, and review and assemble it in a format so that it can readily be discerned for the purpose of environmental analysis.

Specific Task activities for KOA will include:

- Project Coordination including Team Meetings
- Coordinate and obtain VVATS information
- Review and summarize VVATS study
- Obtain, Review and Study interchange footprints from VVATS Study
- Coordinate and obtain information related to US 395 realignment
- Review and Study the realignment design

- Participate in the Outreach Program including development of design exhibits.

Task 4.8 - Air Quality: UltraSystems will conduct technical assessments of the air quality impacts of each of the proposed alternatives, during both the construction and operational phases. The principal pollutants of concern will be carbon monoxide (CO) and respirable particulate matter (PM₁₀). Although the project is within the jurisdiction of the Mohave Desert Air Quality Management District, that agency does not have its own guidelines for performing air quality assessments under CEQA. The air quality analysis will therefore be performed in accordance with the South Coast Air Quality Management District's (SCAQMD's) *CEQA Air Quality Handbook*. The California Air Resources Board's EMFAC2002 emission factor model will be used to estimate carbon monoxide (CO) and respirable particulate matter (PM₁₀) emissions, given projections of traffic volumes and vehicle characteristics, for various future years. The UC Davis Institute of Transportation Studies *Transportation Project-Level Carbon Monoxide Protocol* will be used when estimating CO concentrations. Dispersion modeling will be conducted with the Caltrans CALINE4 line source model.

The air quality assessment will address emissions from all criteria pollutants during the construction and operational phases, changes in regional pollutant emissions due to changes in vehicle miles traveled (VMT), and microscale carbon monoxide concentrations at critical locations, e.g. major intersections likely to be affected by the project. UltraSystems assumes that a maximum of 10 study intersections will be analyzed for each alternative.

Task 4.9 - Noise: Although the EIR will be a program-level, corridor-focused document, SANBAG has requested that a noise study be prepared for the corridor to document the existing and future noise levels along each alignment, identify impacts to sensitive receptors and estimate impact mitigation requirements. UltraSystems will perform the noise study in accordance with the Traffic Noise Analysis Protocol for Type I projects.

Management and Coordination: The project will require frequent coordination between the UltraSystems Team members throughout the course of the project. This will include project meetings, progress reports and coordination with various stakeholders for the US-395 realignment.

Initial Study: UltraSystems will prepare the noise section for the Initial Study.

Technical Noise Study: UltraSystems will perform the noise study in accordance with the Traffic Noise Analysis Protocol for Type I projects and the Technical Noise Supplement (TeNS).

Work Plan: The first task will be to develop a Work Plan that will be submitted to SANBAG for approval. The work plan will identify measurement equipment, measurement procedures, proposed measurement locations, traffic modeling assumptions, modeling procedures, abatement analysis procedures, study report description, and identify data needs and proposed schedule.

Noise Monitoring: The primary purposes for conducting the noise measurements are to (1) determine the existing ambient and background noise levels to establish the baseline conditions and (2) calibrate the Traffic Noise Model (TNM).

A noise measurement site is a location where noise measurements are taken to determine existing noise levels and verify or calibrate noise prediction model. One 24-hr monitor location and three short-term monitor locations per mile. The selection of measurement locations is based on the following criteria:

- Locations expected to receive the highest noise impacts, such as the first row of houses next to the highway.
- Sites which are acoustically representative and equivalent of the area of concern.
- Areas of frequent human use where lower noise level would be of benefit.
- Sites clear of major obstruction and contamination.

UltraSystems will document traffic volumes and traffic speeds on the highway and or major streets during the measurement period. The traffic count will be used to calibrate the noise model for at least 10 locations. Pictures will be taken to document exterior conditions of each building. Results of the measurements will be tabulated and their locations will be graphically shown on an aerial photo and on layout drawing provided by Caltrans. Pictures taken in the field of the existing conditions will be downloaded and annotated as appropriate to document measurement locations and conditions between monitor location and roadway. In addition to calibrating the noise model, the results of these measurements will be used to determine which houses are exposed to existing traffic noise levels of 75 dBA or higher.

Noise Modeling: The Traffic Noise Model (TNM) will be used to analyze worst-case noise impact for the no build and a build condition. The modeling will identify impacts to sensitive receptors and where noise abatement should be considered to reduce noise impacts. Noise abatement requirements will be estimated.

Draft Technical Report: A draft Noise Study Report will be prepared that describes the findings of the field investigations, noise modeling, and barrier analysis as per the format outlined in Section N-7100 of the TeNS manual. The report and results will be prepared in the International System of Units (SI). The report will provide tables, figures, and graphs showing the results of the study.

All measured receivers and modeled receivers will be clearly shown and identified in the survey topographic maps or aerial photographic maps. The noise impact mitigation requirements will be estimated. The location of mitigation in the form of soundwall will be shown on topographical maps and the estimated soundwall heights will be presented in tabular format.

Final Technical Report: Comments received from agency review will be reconciled and incorporated into the EIR.

Task 4.10 - Visual: UltraSystems will prepare a preliminary visual analysis that will

address potential visual impacts of each alternative alignment. While a detailed visual analysis following the FHWA Visual Impact Assessment Guidelines for Highway Projects is not applicable at this stage of project development (but would be appropriate at the time a construction-level environmental document is prepared) UltraSystems will approach the visual analysis from a similar perspective. The visual analysis will describe the existing visual characteristics of the area surrounding each alternative alignment and will identify any significant visual resources. The potential visual impacts from implementation of project will be evaluated through the use of ground level photographs from viewpoints near the project site. Impacts shall be assessed in terms of modifications to landforms and other visual features, as well as any light and glare that may result from project implementation.

Task 4.11 - Geotechnical/ Subsurface/ Seismic Activity: Leighton will prepare the geology and geotechnical setting section of the environmental document based on information available in the General Plans of the adjacent cities and the County. Reference data related to geologic and geotechnical conditions collected in the baseline analysis phase will be reviewed. These records will be compiled and pertinent geotechnical hazards and design criteria developed. Leighton will not conduct visual geotechnical investigations. Actual soil sampling, drilling and testing of materials for engineering properties is not necessary at this stage.

Information will be developed that is suitable for support of the environmental document. Issues that may be addressed in the preliminary geotechnical review include:

- General subsurface conditions
- Seismic hazards
- Maximum credible earthquake and rock acceleration
- Magnitude of the maximum credible event
- Names of the potential causative faults and their distances from the site
- Depth to rock-like material
- Liquefaction potential
- Erodability potential
- Slope stability

Task 4.12 - Public Services and Utilities: UltraSystems will prepare the public services and utilities section of the environmental document based on information available in the General Plans of the adjacent cities and the County. Information will be developed that is suitable for support of the environmental document.

Task 5 Screencheck Draft EIR

Task 5.1 - Environmental Analysis: UltraSystems will prepare the screencheck Program Draft EIR pursuant to CEQA and the *State CEQA Guidelines*. The screencheck Program Draft EIR will address all CEQA mandated topics, and will be prepared using the following approach:

Task 5.1.1 - Document Preparation: UltraSystems' staff will prepare the cover, title

page, table of contents, technical appendices, and manage the printing of the document.

Task 5.1.2 - Executive Summary: UltraSystems' staff will prepare the Introduction, Executive Summary, and cumulative impacts (related projects) sections of the Program Draft EIR. The Executive Summary chapter will be prepared in a manner that will allow it be a stand-alone document; that is, it will contain the following sections:

- Purpose of The Environmental Impact Report (EIR)
- Need For The Proposed Action
- Screening Process of the Alternatives
- EIR Alternatives (including No Project)
- Summary of Environmental Impacts and Proposed Mitigation Measures
- Comparison of the Alternatives
- Comments and Coordination
- Previously Stated Areas of Controversy
- Resolution of Issues to be Resolved
- Use of the Environmental Document

Task 5.1.3 - Purpose and Need: A Purpose and Need statement will be prepared for inclusion as a freestanding chapter in the Program Draft EIR. It will clearly define the respective alternative corridors and define the mobility problems with respect to the project alternatives.

The existing US-395 corridor and transportation facilities will be inventoried and defined to establish a framework for identification of circulation/mobility problems. The constrained capacities of the existing transportation system will be defined. Any transit capacity within the corridor will be identified and its' associated affect on traffic volumes projections accounted for in the analyses. KOA will work with the Ultrasystems Project Team to fully develop a clear and specific purpose and need for the proposed project. KOA will review and provide comments and support for up to three iterations of the draft purpose and need statement.

The Purpose and Need Statement will provide a compelling, clear document, which highlights the transportation challenges and issues in this corridor. Such analysis will include data related to highway congestion, socio-demographics, level and quality of transit service, and other key factors as coordinated with SANBAG staff.

Task 5.1.4 - Alternatives Considered: This section will provide a description of each of the alternative alignments plus the No Project Alternative. It will include exhibits and tables as necessary to fully describe and explain each alternative.

Task 5.1.5 - Affected Environment and Environmental Consequences

Task 5.1.5.1 - Land Use: UltraSystems will analyze the land use impacts of each alternative using a methodology developed with SANBAG. Existing land uses as well as relationship to each current City and regional plans will be described and analyzed. Mitigation measures will be developed to address environmental impacts.

UltraSystems will evaluate and analyze specific characteristics of the Victor Valley area as they affect and will be affected by the proposed US-395 realignment.

Task 5.1.5.2 - Land Acquisition/Displacement and Relocation: UltraSystems will prepare this section, if necessary. Impacts to property owners and occupants would occur when a parcel of private property is acquired and results in the displacement of a residence or business. Impacts may also occur when a business is displaced from a property that is currently leased.

Task 5.1.5.3 - Cultural Resources: UltraSystems will incorporate the information contained in the Cultural Resources Technical Study into this section of the Program Draft EIR.

Task 5.1.5.4 - Biological Resources: UltraSystems will incorporate the information contained in the Biological Resources Technical Study into this section of the Program Draft EIR.

Task 5.1.5.5 - Floodplain Evaluation: UltraSystems will incorporate the information contained in the Floodplain Evaluation Technical Study into this section of the Program Draft EIR.

Task 5.1.5.6 - Hazardous Waste: UltraSystems will incorporate the information contained in the Hazardous Waste Technical Study into this section of the Program Draft EIR.

Task 5.1.5.7 - Parklands and Recreation: UltraSystems will incorporate the information contained in the Parklands and Recreation Technical Study into this section of the Program Draft EIR.

Task 5.1.5.8 - Traffic: UltraSystems will incorporate the information contained in the Traffic Technical Study into this section of the Program Draft EIR.

Task 5.1.5.9 - Air Quality: UltraSystems will incorporate the information contained in the Air Quality Technical Study into this section of the Program Draft EIR.

Task 5.1.5.10 - Noise: UltraSystems will incorporate the information contained in the Noise Technical Study into this section of the Program Draft EIR.

Task 5.1.5.11 - Visual: UltraSystems will incorporate the information contained in the Visual Technical Study into this section of the Program Draft EIR.

Task 5.1.5.12 - Geotechnical/ Subsurface/ Seismic Activity: UltraSystems will prepare this section based on the information Leighton identifies based on information available in the General Plans of the adjacent cities and the County.

Task 5.1.5.13 - **Public Services and Utilities:** UltraSystems will prepare the public services and utilities section of the environmental document based on information available in the General Plans of the adjacent cities and the County. Information will be developed that is suitable for support of the environmental document.

Task 5.1.5.14 - **Cumulative Impacts:** This chapter of the Draft EIR will describe the cumulative impacts associated with each of the environmental issues analyzed in the main body of the document.

Task 5.1.5.15 - **Growth Inducing Impacts (Plus Other Impact Considerations):** This section of the Program Draft EIR will meet the requirements of Section 15126(d) of the *State CEQA Guidelines*. This section will discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis will include whether this project would remove obstacles to population growth. This section will address if the increase in the population would tax the existing community service facilities, requiring construction of new facilities that could cause significant environmental effects. This section will also discuss the possibility of whether this project could encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. It will not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.

Other CEQA required sections that will be addressed in the Program Draft EIR include:

Significant Environmental Effects of the Proposed Project. This section of the Program Draft EIR will meet the requirements of Section 15126(a) of the *State CEQA Guidelines*. The Program Draft EIR will specifically identify the significant impacts of the proposed project in this section.

Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented. This section of the Program Draft EIR will meet the requirements of Section 15126(b) of the *State CEQA Guidelines*. This section will describe any significant impacts, which can be mitigated but not reduced to a level of insignificance. Where there are impacts that cannot be alleviated without imposing an alternative design, their implications and the reasons why the project is being proposed, notwithstanding their effect, will be described.

Significant Irreversible Environmental Changes. This section of the Program Draft EIR will meet the requirements of Section 15126(c) of the *State CEQA Guidelines*. This section will describe:

- The uses of nonrenewable resources during the initial and continued phases of the project that may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely.
- Primary impacts and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses.

- Also irreversible damage that can result from environmental accidents associated with the project.
- Irretrievable commitments of resources will be evaluated to assure that such current consumption is justified.

Task 5.1.6 - Environmental Determination: UltraSystems and all Project Team members will, when appropriate, utilize information from previously prepared environmental studies for this corridor. UltraSystems' documents are written in plain language, they use sufficient exhibits too ensure ease of understanding, they are analytic not encyclopedic, they follow a clear format, and they incorporate by reference as appropriate.

Task 5.2 - Agency Review

Task 5.2.1 - First Screencheck Program Draft EIR to SANBAG: UltraSystems' staff will prepare and deliver to SANBAG fifteen (15) bound copies of the first screencheck copy of the Program Draft EIR for its review and comment.

Task 5.2.2 - Revise the Screencheck Program Draft EIR per SANBAG Comments: The UltraSystems Project Team members will make the requested changes to the Program Draft EIR.

Task 5.2.3 - Second Screencheck Program Draft EIR to SANBAG: UltraSystems' staff will prepare and deliver to SANBAG fifteen (15) bound copies of the second screencheck copy of the Program Draft EIR for its review and comment.

Task 5.2.4 - Revise the Screencheck Program Draft EIR per SANBAG Comments: The UltraSystems Project Team members will make the requested changes to the Program Draft EIR.

Task 6 Draft EIR

Task 6.1 - Prepare Notices (NOC): After SANBAG approves the Program Draft EIR UltraSystems' staff will prepare the NOC and submit it to SANBAG for their approval. UltraSystems will file the NOC with the Clerk of the Board and will Fed EX it to the Office of Planning and Research (OPR) along with fifteen (15) copies of the Program Draft EIR plus one electronic file.

In accordance with applicable CEQA requirements, SANBAG is required to make diligent efforts to involve the public and affected governmental agencies in the project's environmental analysis. UltraSystems will work cooperatively with SANBAG staff in the preparation of a legal notice of Draft EIR availability, as required under Section 15087(a)(1) of the CCR. The cost of publishing the notice in a local paper(s) is not included in the cost estimate.

Task 6.2 - Disseminate the Draft EIR: Upon concurrence of an updated distribution

list, UltraSystems will disseminate the Program Draft EIR to those agencies, organizations, and individuals required to receive notice. All mailing will be via certified mail (return receipt requested) and proof of deliveries will be assembled and provided to SANBAG to document compliance. UltraSystems will print twenty-five (25) copies of the Program Draft EIR and will prepare a pdf version that can be downloaded on web sites.

Task 6.3 - Attendance at Public Hearings During the Draft EIR Public Review Period: UltraSystems will attend up to two public hearing to assist SANBAG, local jurisdictions, and Caltrans staff in soliciting and responding to public comments that result from the circulation of the Draft EIR for this project. The location(s) of the meetings will be jointly determined by SANBAG and other participating agencies, with UltraSystems input.

Task 7 Final EIR

Task 7.1 - Cover, etc.: UltraSystems will prepare the Cover, Title Page, Table of Contents and Introduction to the Final EIR.

Task 7.2 - Prepare Responses to Comments: As noted in the RFP, after the close of the Program Draft EIR, UltraSystems will meet with SANBAG, Caltrans, and local jurisdiction staffs to review comments that have been received by SANBAG and to discuss potential responses to these comments.

Additionally, this task encompasses the preparation of screencheck draft responses to comments received on the Program Draft EIR, either in written form (during the public review period) or orally during Program Draft EIR public meetings. All substantive and relevant comments shall be addressed and organized in a manner to facilitate easy reference and included in the screencheck Response to Comments volume, prepared as a stand-alone document separate from the Program Draft EIR or integrated therein as an annotated Program Final EIR. The screencheck Response to Comments volume will include a written response to all comments, as well as a copy of each written comment in its original form. The screencheck Response to Comment volume shall include an introduction describing the document's contents, statutory authority, and relationship to the Program Draft EIR. Each comment will be identified and classified by topic (e.g., federal, State, County, and local agencies; private organizations; and interested individuals).

The number and substance of comments vary greatly from project-to-project. As a result, UltraSystems has allocated a specific number of labor hours to this task assignment. Should the number or substance of comments exceed this budget allocation, a revised not-to-exceed budget shall be developed and submitted to SANBAG.

The UltraSystems Project Team members will assist UltraSystems in preparing response to comments on their particular sections of the Program Draft EIR. Up to 10 substantial comments per team member are included in our estimate.

Task 7.3 - Prepare Errata Pages: UltraSystems will prepare errata pages for those pages of the Program Draft EIR that require updating due to the comments received.

Task 7.4 - Mitigation Monitoring and Reporting Program: UltraSystems will prepare a draft Mitigation Monitoring and Reporting Program, pursuant to Section 21081.6 of the Public Resources Code. The monitoring program shall specify: (1) the responsibility for implementation; (2) the timing for implementation; (3) the mechanisms of monitoring activities, including the frequency, contact, and format for reporting requirements; and (4) the content, requirements, and ultimate disposition of a Final Mitigation Reporting and Monitoring Report. UltraSystems shall assist the SANBAG in soliciting and incorporating the views of Responsible Agencies regarding the scope and the appropriate aspects of the monitoring and reporting program.

Task 7.5 - First Screencheck Pre-Final EIR to SANBAG: UltraSystems' staff will prepare and deliver to SANBAG, Caltrans, and the local jurisdictions up to fifteen (15) bound copies of the first screencheck copy of the Pre-Final EIR for review and comment.

Task 7.6 - Revise the First Screencheck Pre-Final EIR per SANBAG and Other Comments: The UltraSystems Project Team members will make the requested changes to the Program Final EIR per the comments received from SANBAG, Caltrans, and the local jurisdictions.

Task 7.7 - Second Screencheck Pre-Final EIR to SANBAG: UltraSystems' staff will prepare and deliver to SANBAG up to fifteen (15) bound copies of the second screencheck copy of the Program Final EIR for review and comment.

Task 7.8 - Revise the Second Screencheck Pre-Final EIR per SANBAG Comments: The UltraSystems Project Team members will make the requested changes to the Program Final EIR.

Task 7.9 - Findings of Fact/Statement of Overriding Considerations: UltraSystems will prepare candidate Findings of Fact (Section 15091, CCR). Based on SANBAG comments, a final set of findings shall be provided for adoption concurrently with the certification of the Final EIR. In the event the Final EIR identifies the continuing existence of significant adverse impacts after mitigation, UltraSystems will draft a Statement of Overriding Considerations for review by SANBAG.

Task 7.10 - Agency and Public Outreach: All elements of the Agency & Public Outreach Program will be maintained in support of CEQA requirements by the LA Group, including distribution of project materials, community meetings, government relations, etc., and proactive public outreach efforts will continue through out this entire environmental process.

Task 7.11 - Print Final EIR: Once all comments have been received and responded to by UltraSystems, a single check print of the Final EIR will be circulated to SANBAG,

Caltrans, and the local jurisdictions for concurrent review. Following certification of the Final EIR, UltraSystems will reproduce 100 copies of the Final EIR for distribution to those agencies that submitted substantive comments on the Draft EIR. SANBAG will provide for distribution, based on a updated distribution list provided by UltraSystems.

UltraSystems will provide one copy of the Draft and Final EIR to SANBAG on computer disk in a PDF format.

Task 7.12 - Prepare Notices (NOD, NOA, and De Minimus Finding): Upon certification of the Final EIR, SANBAG is required to prepare a Notice of Determination (NOD), as required under Section 15094 of the CCR. As required under CEQA, UltraSystems will prepare and file the NOD with the Clerk of the Board within five working days of the date of the SANBAG actions. Additionally, copies of the NOD will also be filed with OPR and transmitted to "any person who has filed a written request for notices with the clerk of the governing body."

UltraSystems will prepare a draft NOA and submit it to SANBAG; however, the responsibility of placement will be SANBAGs. UltraSystems will prepare the De Minimus Finding in accordance with the State Department of Fish and Game requirements and file it with the NOD.

Task 7.13 - Posting with the County: UltraSystems shall ensure posting of the NOP, NOC, and NOD at the Office of the County Clerk. A filing fee is required each time, which is paid from our ODC budget. Payment of CDFG fees is the responsibility of SANBAG.

Task 7.14 - Draft SANBAG Resolution Certifying the EIR and Selecting the Preferred Alternative: UltraSystems will prepare the Draft SANBAG Resolution Certifying the EIR and Selecting the Preferred Alternative.

Task 7.15 - Contractor Support During SANBAG Presentations: All UltraSystems Project Team members will be available to support SANBAG staff during the Final EIR adoption process. UltraSystems will prepare materials and provide staff for attendance at Agency Presentations and Meetings to be held at SANBAG. Two presentations/meetings are assumed. UltraSystems will be prepared to discuss previous project alternatives, new alternatives that have been developed and studied, community objectives and concerns, key corridor transportation issues and the anticipated impacts of the project alternatives.

AGENCY REPORTS

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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SEPTEMBER COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line decreased slightly (<1%) from last month but was up almost 5% compared to last year. Preliminary August data is slower than July with a current average of 11,649 passenger trips per weekday.

San Bernardino Saturday service was down 3% from June but up more than 11% from July 2005. August data-to-date shows patronage back up a bit with a current average of 3,300 passenger trips per Saturday.

July Sunday ridership decreased for a second month in a row. The July average was just slightly (<1%) lower than the June average but was more than 9% higher than the same month a year ago. At this point, August patronage is 11% higher than July, currently averaging 1,965 passenger trips per Sunday

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line was down 3% from last month but up more than 2% in a year-to-year comparison. A preview look at August data shows a slightly stronger month with a current average of 4,509 passenger trips per weekday.

Inland Empire Orange County (IEOC)

July average daily ridership on the IEOC Line was up 2% from June and up more than 26% compared to the same month last year. As of mid-August, the daily average is higher than July, currently at 4,589 passenger trips per weekday.

Total System:

Systemwide, average daily ridership dripped a bit (<1%) from last month. The July average dropped below 42,000 passenger trips but was still 9% higher than the same month last year. At this point, August ridership is lower yet with a current average of 41,381 passenger trips per weekday.

<u>Table 1</u>				
Average Weekday Daily Ridership*				
	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
July 2006	11,881	4,478	4,484	41,908
July 2005	11,344	4,373	3,554	38,380
% Change	+ 4.7%	+ 2.4%	+ 26.2%	+ 9.2%
*Adjusted for Holidays				

<u>Table 2</u>		
Average Weekend Ridership		
	<u>San Bernardino</u> <u>Saturday</u>	<u>San Bernardino</u> <u>Sunday</u>
July 2006	3,237	1,773
July 2005	2,907	1,620
% Change	+ 11.4%	+ 9.4%

2. **ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)**

San Bernardino Line:

On-time performance for the San Bernardino Line worsened slightly this month compared to last month. Inbound trains continued to be on time 96% of the time but outbound trains dropped four percentage points from June to finish July 94% on time. One-third of the forty-five reported delays were due to signals and communications.

Riverside-Ontario-Los Angeles Line:

On-time performance results improved for the Riverside Line this month. Inbound trains gained one percentage point and outbound trains gained three points to finish July 96% and 97% on time, respectively. "Other" operations issues caused five of the eight reported delays.

Inland Empire-Orange County (IEOC) Line:

On-time performance results were significantly improved for the IEOC Line this month. Southbound trains gained ten percentage points from June to finish July 94% on time. Northbound trains improved from 87% on time in June to 92% on time in July. Mechanical difficulties, dispatching, and "other" operations issues were each responsible for six of the twenty-six reported delays.

Table 3

On-Time Performance
Percent of weekday trains arriving within 5 min. of scheduled time
(July 2006 vs. July 2005)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
July 2006	96%	94%	96%	97%	94%	92%
July 2005	99%	95%	90%	87%	97%	92%

COMMITTEE MEMBERSHIPS ACRONYM LISTING

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper	T. Jasper		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Subregional Appointees*		Vacant (D. Williams) Vacant (L. McCallon) Vacant (T. Burgnon)	J. Harrison P. Lilburn	Vacant (G. George) M. Nuaimi
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.				

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation,

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	James Lindley, Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Darrell Mulvihill, Big Bear Lake Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 12/31/2007 12/31/2006 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2007 12/31/2007 12/31/2006
Commuter Rail Committee Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) ** Lee Ann Garcia, Grand Terrace (Vice Chair) Paul Biane, Supervisor Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino * Alan Wapner, Ontario Diane Williams, Rancho Cucamonga** Vacant (Kelly Chastain), Colton	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2006 12/31/2007 Indeterminate Indeterminate 12/31/2008 Indeterminate 12/31/2007
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Postmus, Supervisor (Chair) James Lindley, Hesperia (Vice Chair) Kevin Cole, Twentynine Palms Paul Cook, Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Darrell Mulvihill, Big Bear Lake Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Acronym List

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AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

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MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996